

BILL NO. S-74- 07-26

SPECIAL ORDINANCE NO. S- 107-74

AN ORDINANCE approving a contract with T & F
CONSTRUCTION for installation of ornamental
lighting in Continental Park Addition

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
WAYNE, INDIANA:

SECTION 1. The contract between T & F CONSTRUCTION and the
City of Fort Wayne, by and through its Mayor and the Board of Public Works, for
installing new street lighting in Continental Park Addition for a total cost of
\$9,230.30, of which the property owners will pay approximately \$7,965.22, all as
more particularly set forth on said Contract, which is on file in the Office of
the Board of Public Works, and is by reference incorporated herein and made a
part hereof, is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from
and after its passage and approval by the Mayor.


Councilman

APPROVED AS TO FORM
AND LEGALITY.



Read the first time in full and on motion by Mrses, seconded by Hugo, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197_____, at _____ o'clock P.M., E.S.T.

Date: 7-9-74

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Mrses, seconded by Steele, and duly adopted, placed on its passage. Passed (~~lost~~) by the following vote:

	AYES <u>8</u>	NAYS _____	ABSTAINED _____	ABSENT <u>1</u> to-wit:
BURNS	<u>✓</u>	_____	_____	_____
HINGA	<u>✓</u>	_____	_____	_____
KRAUS	<u>✓</u>	_____	_____	_____
MOSES	<u>✓</u>	_____	_____	_____
NUCKOLS	_____	_____	_____	<u>✓</u>
SCHMIDT, D.	<u>✓</u>	_____	_____	_____
SCHMIDT, V.	<u>✓</u>	_____	_____	_____
STIER	<u>✓</u>	_____	_____	_____
TALARICO	<u>✓</u>	_____	_____	_____

DATE: 7-23-74

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. A-107-74 on the 23rd day of July, 1974.

ATTEST: (SEAL)
Charles W. Westerman
CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 24th day of July, 1974, at the hour of 4:00 o'clock A. M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 24th day of July, 1974, at the hour of 4:00 o'clock P. M., E.S.T.

John A. Frank
MAYOR

Bill No. S-74-07-26

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance
approving a contract with T & F CONSTRUCTION for installation of ornamental
lighting in Continental Park Addition

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Do PASS.

Winfield C. Moses, Jr - Chairman

John Nuckols - Vice-Chairman

James S. Stier

William T. Hinga

Vivian G. Schmidt

W. Fred M. Morris Jr

James S. Stier

William T. Hinga

Vivian G. Schmidt

DATE 7-23-24 CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK



THE CITY OF FORT WAYNE
board of public works

June 11, 1974

The Common Council
Fort Wayne, Indiana


Gentlemen and Mrs. Schmidt:

The Board of Works has awarded a contract to T & F Construction for the installation of new ornamental lighting in Continental Park Addition under Resolution Number 106-1974 at a cost of \$9,230.30.

This project was petitioned by over 55% of the property owners and they will be paying a maximum of \$.0085 per square foot of lot area or approximately \$7,965.22.

The Board is desirous of cooperating with the contractor in allowing construction to start as soon as possible. Therefore, we are requesting "Prior Approval" of this contract. It shall be submitted for formal introduction June 25, 1974.

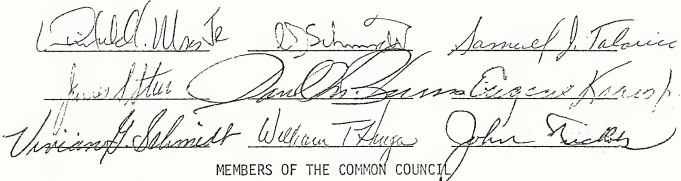
Sincerely,


Dr. Jerry D. Boswell, Chairman
Board of Public Works

JDB/ss

Attachment

APPROVED:


MEMBERS OF THE COMMON COUNCIL

B/W

61-12-8 6/17/74

CONTRACT

STATE OF INDIANA)
COUNTY OF ALLEN) ss

THIS AGREEMENT AND INDENTURE made and entered into this, the 4th day of June 1974, by and between:

The City of Fort Wayne
The party of the first part, termed in this agreement and the Contract Documents as the "Purchaser," and

T & F CONSTRUCTION COMPANY
The party of the second part, termed in this agreement and the Contract Documents as the "Contractor":

WITNESSETH:

THAT, WHEREAS, the Board of Public Works has heretofore caused to be prepared certain contract documents for furnishing labor and equipment and performing work therein fully described, and the Contractor did, on the 4th day of June 1974, file with the Board of Public Works, a copy of said contract documents, together with his offer and terms therein fully stated and set forth, and,

WHEREAS, the said contract documents accurately and fully describe the terms and conditions upon which the Contractor is willing to furnish the labor and equipment and perform the work called for by the said contract documents and in the manner and time of furnishing and performing same.

IT IS THEREFORE, AGREED:

FIRST - That a copy of said contract documents filed as aforesaid be attached hereto and that the same do in all particulars become the agreement and contract between the parties hereto in all matters and things set forth therein and described, and further, that both parties hereby accept and agree to the terms and conditions of said contract documents so filed, for the following:

INSTALLING NEW STREET LIGHTING IN CONTINENTAL PARK ADDITION (\$ 9,230.30)

RESOLUTION NO 106-1974

SECOND - The Contract Documents hereto, annexed are made a part of this agreement and contract as fully and as absolutely as if herein set out in haec verba.

THIRD - The unit prices agreed to in this contract will remain in effect until the work covered under this contract is completed.

FOURTH - This contract is executed in duplicate.

FIFTH - It is further stipulated that not less than the general prevailing rate of wages as ascertained by the City of Fort Wayne or the Indiana Department of Labor shall be paid to all workmen performing work on this contract.

SIXTH - It is further stipulated that Contractor shall pay all lawful claims or indebtedness which may accrue, by operation of law and otherwise, to any persons, firm or corporation on account of any labor or service performed or material furnished or service rendered, in the carrying forward, performing, and completing of said contract including Subcontractors, laborers, materialmen, and those performing service on account of or directly in connection with the completion of said contract.

SEVENTH - It is further stipulated that any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury to real or personal property, or for any injury, sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation Acts, of the State of Indiana, now in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

IN FAITH WHEREOF, Witness the hands and seals of both parties on the day and year in this agreement first above written.

APPROVED:

Ernest L. Smith
ATTEST: Clerk

Sam M. Lukash
Mayor

Approved in Form & Legality
By:

John R. Fleck
John R. Fleck

BOARD OF PUBLIC WORKS

Ronald H. Bonar
JUN 10 1974

CONTRACTOR: T & F CONSR.
CORP. OF IND.

By: B. E. Maffett
V. P.

Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS:

That T & F Construction Corp. of Indiana

(hereinafter called Principal), as Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, with its Home Office in the City of Baltimore, Maryland, and duly authorized and licensed to do business in the State of Indiana (hereinafter called Surety), as Surety, are held and firmly bound unto City of Fort Wayne, Indiana

(hereinafter called Owner), in the full and just sum of Nine thousand two hundred thirty and - - - - - 30/100 Dollars (\$9,230.30), to the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 5th day of June 19 74

WHEREAS, the Principal has entered into a certain written agreement, dated the 5th day of June 19 74, with the Owner for Contract #106-74
Continental Park Street Lighting

which agreement is or may be attached hereto for reference.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That, if the Principal shall well and truly perform and carry out the covenants, terms and conditions of said agreement, then this obligation to be void; otherwise to remain in full force and effect.

WITNESS:

T & F Construction Corp. of Indiana (SEAL)By: J. L. Taber President. (SEAL)
J. L. Taber

(IF INDIVIDUAL OR FIRM)

ATTEST:

(SEAL)

(SEAL)

V. L. Miller Secy.-Treas.V. L. Miller (IF CORPORATION)

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Gregory G. Wilson
(attorney-in-fact)

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE: BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. A. BRUNDRETT, Vice-President, and F. R. NAGLE, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The President, or any one of the Executive Vice-Presidents, or any one of the additional Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Resident Assistant Secretaries, and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognitions, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto."

does hereby nominate, constitute and appoint Leonard L. Heath, Peggy J. Gunn and Joyce A. Wilson, all of Hagerstown, Indiana, EACH.....

its true and lawful agent and Attorney in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed:

I. Bonds and undertakings for faithful performance of duty to be filed in any Court of any State of the United States, or in any United States Court, each in a penalty not to exceed the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000) as follows: For administrators and executors; committees for incompetent persons; conservators; commissioners; guardians; referees and trustees for the sale of property; receivers and trustees in bankruptcy proceedings; receivers in equity; trustees under will; persons and corporations exercising powers of sale in deeds, mortgages, and other written instruments covering property located in any state of the United States, EXCEPT ASSIGNMENTS FOR BENEFIT OF CREDITORS.

II. Bonds and undertakings to be filed in any Court as aforesaid, each in a penalty not to exceed the sum of SEVENTY-FIVE HUNDRED DOLLARS (\$7,500) as follows: For the payment of costs; for petitioning creditors; for plaintiffs in attachment, garnishment, sequestration and replevin suits; for removal of suits from State to Federal Courts.

III. Bonds each in a penalty not to exceed the sum of TEN THOUSAND DOLLARS (\$10,000) required of State, County, Township or Municipal Officials, of any State of the United States, whether elected or appointed, except those for Treasurers, Deputy Treasurers, Tax Collectors, Deputy Tax Collectors, Sheriffs, Deputy Sheriffs, Police Constables and Justices of Peace.

IV. Bonds for Notaries Public required by the Laws of any State of the United States, each in a penalty not to exceed the sum of FIVE THOUSAND DOLLARS (\$5,000).

V. License bonds, each in a penalty not to exceed the sum of TEN THOUSAND DOLLARS (\$10,000) required by the Statute of any State of the United States or by Ordinance of any Municipality in any State.

VI. Bid, Proposal and Final Bonds and undertakings guaranteeing contracts for the construction or erection of public or private buildings, improvements, and other works, and guaranteeing public and private contracts for supplies; provided, however, that the aforementioned authority does not embrace any bond or undertaking guaranteeing a contract in excess of the sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000).....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Maryland, in their own proper persons. This power of attorney revokes that issued on behalf of Leonard L. Heath, et al, dated February 3, 1971.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 18th day of March, A.D. 1974.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

(SIGNED) F. R. NAGLE
(SEAL) Assistant Secretary

By C. A. BRUNDRETT
Vice-President

STATE OF MARYLAND }
CITY OF BALTIMORE } SS:

On this 18th day of March, A.D. 1974, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written

(SIGNED)
(SEAL)

DORIS M. BUTTERHOFF

Notary Public Commission Expires July 1, 1974

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate is signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 5th day of June, 1974.

PROJECT CONTINENTAL PARK

BID ANALYSIS SHEET

DATE JUNE 4, 1974RES. NO. 106 - 74

MATERIAL _____

OFFICE OF CITY ENGINEER
FORT WAYNE INDIANA

CONTRACTORS			KENT ELECTRIC		SCHMIDT ELECTRIC		T & F CONSTRUCTION			
STREET LIGHTING - MATERIAL COST	ESTIMATE	EXTENSION	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID
MAN UNIT MATERIAL										
16" Black Aluminum Poles	\$ 60.00	\$ 1,860.00								
175-Watt Mercury Luminaires with Lamps	94.00	2,914.00								
#4 2/C Aluminum U.G. Wire	.11	825.00								
Secondary Vault	30.00	30.00								
1 1/2" Conduit	.40	540.00								
#12 1/C 600-Volt Ins. Wire	.06	55.80								
40 Amp Relay Control with Photocell	78.00	78.00								
MATERIAL TOTAL		\$ 6,302.80		\$ 6,302.80		\$ 6,302.80		\$ 6,302.80		
LABOR COST AS PER BIDS -----										
16" Embedded Aluminum Poles	\$ 44.00	\$ 1,364.00	\$ 95.00	\$ 2,945.00	\$ 35.00	\$ 1,085.00	\$ 36.00	\$ 1,116.00		
175-Watt Mercury Luminaires	13.60	421.60	50.00	1,550.00	15.00	465.00	13.50	418.50		
Trenching	.60	3,312.00	.75	4,140.00	.50	2,760.00	.60	3,312.00		
#4 2/C Wire in Trench	.24	1,324.80	.35	1,932.00	.30	1,656.00	.24	1,324.80		
1 1/2" Conduit Pushed	2.40	3,240.00	6.00	8,100.00	2.00	2,700.00	2.00	2,700.00		
#4 2/C Wire in Conduit	.24	324.00	.55	742.50	.40	540.00	.24	324.00		
Secondary Vault	90.00	90.00	175.00	175.00	150.00	150.00	35.00	35.00		
LABOR COST		\$ 10,076.40		\$ 19,584.50		\$ 9,356.00		\$ 9,230.30		
Engineering & Inspection		1,600.00		1,600.00		1,600.00		1,600.00		
Advertising Cost		40.00		40.00		40.00		40.00		
TOTALS		\$ 18,019.20		\$ 27,527.30		\$ 17,298.80		\$ 17,173.10		

DIGEST SHEETJ. 74-07-26
TITLE OF ORDINANCE: Contract with T&F Construction (Lighting in Continental Park)DEPARTMENT REQUESTING ORDINANCE: Board of Public Works

SYNOPSIS OF ORDINANCE: Contract for T & F Construction in amount of \$9,230.30
covers installation cost of new ornamental lighting in Continental Park Addition.
This project was petitioned by over 55% of the property owners and they will be
paying a maximum of \$.0085 per square foot of lot area or approximately \$7,965.22.

(See Prior Approval Letter Attached)

EFFECT OF PASSAGE: Lighting in Continental Park.

EFFECT OF NON-PASSAGE: Failure to provide lighting on petitioned project
approved in Public Hearing.

MONEY INVOLVED (Direct Costs, Expenditures, Savings): Cost to City is approximately:\$1,265.08 toward construction cost\$6,302.80 for materials\$1,640.00 for engineering, inspection, advertising

ASSIGNED TO COMMITTEE (J.N.):

Board of Works

EIS/ss